

Gregory V. Alkema, REALTOR®, CRB

Investigative REALTOR® Services

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May 19, 2011

Representative John J Walsh
Chairman - House Judiciary Committee
Michigan House of Representatives
PO Box 30014
Lansing, MI 48909-7514

Representative Martin Knollenberg
Chairman, House - House Banking
and Financial Services Committee
PO Box 30014
Lansing, MI 48909-7514

Dear Rep. Walsh and Rep. Knollenberg:

I am a REALTOR® who does not own a Mortgage or Title Insurance Company that might cause me to have a “conflict of interest” and tempt me to “cover-up” mortgage foreclosure fraud.

And, although I am a REALTOR®, I am not speaking for the “lawyer controlled” Michigan Association of REALTORS®. In truth, CEO Mr. Bill Martin refuses to answer my E-mails.

I (and my real estate client) filed complaints with the State of Michigan Attorney Grievance Commission and the complaints have been sent back to us, so as to “destroy” the evidence.

So I am here today because I have a mother who brought me up to believe there is a difference between right and wrong and she said a “little voice” (my conscience) would lead and guide me.

And I have to believe each and every one knows the difference between right and wrong and, if you listen very closely, you “hear that little voice” that says right is right and wrong is wrong.

WE HAVE A PROBLEM HOUSTON – A PROBLEM THAT NEEDS SOLUTIONS

So where do I start? I got into mortgage foreclosure fraud because one of my real estate clients called me and told me to “pick up my signs” because the bank was going to sell his house and he was going to have to move. As a REALTOR®, that did not add up. When I asked about the “six month redemption” period, the homeowner did not have a clue what I was talking about. He had already made an appointment to lease an apartment and move; but, I talked him out of signing the lease until I met with him and explained “he had rights” to a “six month redemption” period.

After that I started to study mortgage foreclosure fraud and today I can assure you it is a crime.

During that time my attitudes and beliefs changed. At first I saw “court fights” as a delaying tactic that might keep people in their homes a little longer; however, as I talked to my real estate clients, my investigation revealed they had worked with the bank on a mortgage modification and, after the bank let them drain their 401K and sucked every penny they could out of them, they foreclosed. My investigation also showed the bank was “dual tracking” them and was recording fraudulent paperwork so they could complete their ultimate goal, to foreclose.

That’s when the “little voice” said, “Greg, this is wrong!” So I studied more; however, I had a problem explaining foreclosure fraud to people. It was like showing someone a piece or two of a 1,000 piece puzzle; but, not being able to show them the whole picture, the finished puzzle.

SO I FOUND A WAY TO SHOW THE PICTURE – IN A 30 SECOND SOUND BITE

When Glass Steagall was repealed and banks were allowed to merge with Wall Street and securitize mortgages, they created a scam called MERS to cover for them when the mortgage note was converted into a security. However, once it was converted, the security could not be turned back into a note again and the banks had to create fraudulent documents to cover the fraud and try to foreclose; but, today “case law” is piling up that says they cannot foreclose without the note.

So that’s the big picture. Today banks have about 60,000,000 mortgages without notes that allow them to lawfully foreclose and they have been manufacturing unlawful documents to cover the fraud and this note (Exhibit “A”) is one the foreclosing law firm slipped up and sent us.

Today the Michigan Court of Appeals has ruled the MERS foreclosures are as though they never happened, which is a correct decision because a Sheriff’s Deed based on fraud becomes a “wild deed” and has “no effect” on the chain of title. And, the Massachusetts Supreme Court has ruled “all notes that are not properly transferred and recorded” are null and void and cannot be used as a basis to foreclose, and that will apply to MERS “assignment of mortgage” documents as well because they’re “assigning the mortgage” to a bank that does not “own the note” to start with.

That’s why I helped my real estate clients prepare an “affidavit” (Exhibit “B”) and record it with the Kent County Register of Deeds. However, when I presented it at the Kent County Register of Deeds, Mary Hollinrake, assisted by Kent County “Corporate” Attorney Dan Ophoff, did everything in their power to stop it from being filed. Mr. Ophoff claimed he was getting a “legal opinion” from Varnum Law; however, I think an attached E-mail (Exhibit “C”) tipped the scale.

So my journey has taken me from not knowing anything about foreclosure fraud, to studying foreclosure fraud, and finally to a conclusion foreclosure fraud is a FELONY under the law.

THE MICHIGAN PENAL CODE (EXCERPT) Act 328 of 1931

MCL 750.274 - Note; fraudulent signature; knowingly purchasing, collection.

Purchasing and attempting to collect a note, knowing signature was fraudulently obtained— Any person who shall receive into his possession for collection or sale or who shall purchase any promissory note, bill of exchange, due bill, order, contract, or paper writing whatever, obtained in the manner mentioned in the preceding section of this chapter, knowing the same to have been obtained with the intent to cheat and defraud, and any person who shall take any steps to collect any promissory note, bill of exchange, due bill, order, contract, paper or writing whatever, knowing the signature to have been obtained by fraud, with intent to cheat and defraud, shall be guilty of a felony, punishable by imprisonment in the state prison not more than 10 years, or by fine of not more than 5,000 dollars.

If we just enforce the current laws, we do not need new laws to rectify the wrong!

With that in mind I helped my real estate clients file a complaint with Kent County Sheriff Larry Stelma; however, Kent County “Corporate” Attorney Dan Ophoff sent my real estate clients a letter (Exhibit “D”) and, as of this date, has perverted Justice in Kent County. And, we are told by Kent County Prosecutor William Forsyth that he can’t take action without an investigation.

Now that we know the banks do not have the notes and cannot foreclose, how do we fix it?

Please, please, please do not fall victim to the “big lie” the big banks have told the public.

My real estate clients are not mooches who just want a FREE house! They are hardworking people who do not want their homes STOLEN from them by banks that don’t have “standing” to foreclose. Both of my real estate clients want to stay in their homes and work out a solution.

And the solution starts with **prosecution** of banks or servicers (and their law firms) if a clear “chain of title” is not presented and they don’t “own the note and have standing” to foreclose.

That is how we were brought up! If they break the law, prosecute them under the law.

I have also linked a report ([THE SPECTOR OF MORTGAGE FRAUD](#)) on the New Jersey Tea Party website to my <http://www.GregAlkema.com> site. When you read it, you will see the truth!

I have also linked two documents by a great American who has worked his whole life to head off the banking nightmare and who has been vilified by the banking establishment (including false imprisonment) for his efforts. His name is Lyndon LaRouche. Lyndon got my attention many years ago when I heard him say, **“If the American Dollar is ever rejected as the world’s reserve currency, you will hear the whoosh of dollars returning to the United States and we will have an immediate deflationary depression.”** And that’s exactly what is happening today.

Mr. LaRouche also goes further than the New Jersey Tea Party. He has proposed a moratorium on foreclosures with “fair payments” by the home owners going into a “state administered fund” until the United States can recover from the damage that has been done and we’re moving forward again as a nation that works in harmony with other nations to stabilize our economies.

Lyndon LaRouche has also called for the end of the Federal Reserve Bank (a private bank) and to replace it with a Bank established by “we the people” for “us the people” of the United States.

Many people don’t realize it; but, President John F Kennedy started to issue “United States Money” backed by Silver with the goal of ending the Federal Reserve Bank. And, if there was “one single thing” he did that got him killed, I would believe it was his plan to eliminate the Fed.

So at 66 years old I am in new territory today and it is my trust in God and the “small voice” my mother taught me about as a child that has been my guide and has brought me here today to help my country, the United States, survive and prosper so we can preserve our God given heritage.

Thank you for your time and may the Lord of Hosts and the God of Israel bless and guide you.

Sincerely yours,

Gregory V. Alkema, REALTOR®, CRB

Enclosed: Exhibit A - Note from Orlans Associates
 Exhibit B - Kent County Register of Deeds Affidavit
 Exhibit C - E-mail sent to Varnum Law
 Exhibit D - Kent County “Corporate” Attorney Letter

MIN 1000139-0077663292-3
MERS Telephone: (888) 679-6377

NOTE

March 23, 2004
[Date]

Grand Rapids
[City]

MI
[State]

7025 Reflection Dr NE
Comstock Park, MI 49321
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$169,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Irwin Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 10500 Kincaid Drive, Fishers, IN 46038
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 972.86

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

38564814

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

0077663292

VMP-5N 102071

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials: *Ed J.M.*



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

38564814

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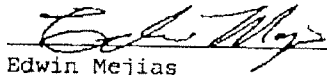
10. UNIFORM SECURED NOTE

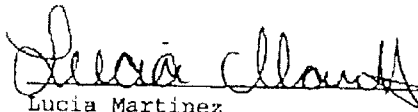
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
Edwin Mejias -Borrower

 (Seal)
Lucia Martinez -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

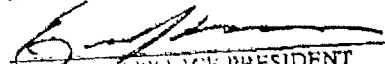
____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

PAY TO THE ORDER OF _____
WITHOUT RECOURSE
THIS _____ DAY OF _____ 20____
IRWIN MORTGAGE CORPORATION

[Sign Original Only]


ERIC J. KAPP VICE PRESIDENT

38564814

WAMP-5N (0207)

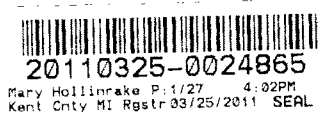
Page 3 of 3

0077663292

Form 3200 1/01

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4
5

REC'D KENT COUNTY MI 49321
2011 MAR 25 PM 3:55



Affidavit

by
Edwin Mejias and Lucia Martinez

This affidavit is being recorded with the Kent County Register of Deeds to protect our ownership interests in our property at 7025 Reflection Dr NE, Comstock Park, MI 49321, legally described as Lot 22 Northern Reflection Estates, with a PP# of 41-10-08-327-001. (See Exhibit # 1)

Notice of Actual or Constructive Fraud

Michigan Compiled Laws Section 750.274
THE MICHIGAN PENAL CODE (EXCERPT)
Act 328 of 1931

750.274 Note; fraudulent signature; knowingly purchasing, collection.

Sec. 274.

Purchasing and attempting to collect a note, knowing signature was fraudulently obtained—Any person who shall receive into his possession for collection or sale or who shall purchase any promissory note, bill of exchange, due bill, order, contract, or paper writing whatever, obtained in the manner mentioned in the preceding section of this chapter, knowing the same to have been obtained with the intent to cheat and defraud, **and any person who shall take any steps to collect any promissory note, bill of exchange, due bill, order, contract, paper or writing whatever, knowing the signature to have been obtained by fraud, with intent to cheat and defraud, shall be guilty of a felony, punishable by imprisonment in the state prison not more than 10 years, or by fine of not more than 5,000 dollars.** (Emphasis Added)

Evidence includes an unsigned note to Irwin Mortgage Company dated March 23, 2004 taken from our closing package from Transnation Title Insurance is attached. (See Exhibit # 2)

Evidence includes a letter from Citimortgage dated December 18, 2006. (See Exhibit # 3).

The letter said we had received a notice our loan had been transferred from Irwin Mortgage to Citimortgage; but, we never received anything other than the Citibank letter and there is no evidence of that transfer on record at the Kent County Register of Deeds. In truth, the evidence we obtained from the law firm claiming to have the right to foreclose on our property shows the attached NOTE to Irwin Mortgage was never transferred to anyone. (See Exhibit #4)

The prima facie evidence suggests the mortgage and NOTE was converted into some type of Security Instrument without our knowledge or permission. And, based on the fact the Mortgage NOTE was converted into a Security Instrument, it can NOT be turned back into a NOTE again.

Based on the evidence, the "standing" of Citimortgage to bring a foreclosure action is suspect and the law firm they hired, Orlans Associates, knew, or should have known that. Instead they misrepresented in the paperwork they filed Citimortgage held the mortgage when a search of the Mortgage Electronics Registration Service (MERS) database claimed Fannie Mae, Washington, DC was the investor and Citimortgage, O'Fallon, MO was the servicer. (Exhibit # 5)

The fraud can be further evidenced in the Sheriff's Deed On Mortgage Foreclosure and other documents obtained from the Kent County Register of Deeds online internet site. (Exhibit # 6)

Based on the level of public knowledge of fraudulent foreclosure actions being filed, Deputy Sheriff Patrick McCullough knew, or should have known, there was a high probability to suspect the mortgage foreclosure paperwork that was filed by Orlans Associates was fraudulent.

If Deputy McCullough, who bills himself as a Special Deputy, Kent County Sheriff, 17th Circuit Court Officer, had required Orlans Associates to deliver "proof" of a properly assigned NOTE from CitiMortgage (they represented, through Orlans, they "held the mortgage" in the Statement of Compliance within Exhibit # 6), he would not have been able to transfer our property.

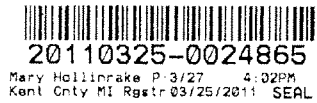
In the Statement Regarding Rights of Party With An Interest In the Indebtedness to Bid At Sheriff's Sale Pursuant To MCIA 600.3204 and 600.3228, The Federal National Mortgage Association (Fannie Mae) suddenly replaces Citimortgage, even though they were never mentioned in any of the advertisements run in the Grand Rapids Legal News prior to the transfer.

Further reading of that instrument says it "does NOT constitute an assignment of mortgage" evidencing Fannie Mae is also implicated in the fraud and appears to look to Citibank (and its agents) to act as their agents to carry it out for them and make it appear they were not involved.

In the Affidavit of Purchaser signed by Danielle Jackson, Orlans Associates PC, she attests she reviewed "the public record kept in the regular course of business with the County of Kent" and based on the review, further attested the mortgage was "currently held by CitiMortgage Inc."

In truth, based on the known mortgage foreclosure fraud taking place, a simple search in Google search engine, would have revealed Scott Scheiner, Assistant Secretary who claimed to be acting for MERS was also an employee for Citimortgage and a notorious robo-signer. (Exhibit # 7)

In addition, the fact the Assignment of Mortgage was drafted by ALEX CROSSMAN of CitiMortgage and returned to ORLANS ASSOCIATES (without proof the NOTE had been properly assigned) should have tipped Danielle Jackson off and it should have been a GIANT RED FLAG for Deputy Sheriff Patrick McCullough. Instead, even after they were advised the mortgage NOTE had not been properly assigned, Danielle Jackson and Patrick McCullough made a deliberate decision to "cover-up" their actions and to have "conspired" to do it.



Orlans Associates was advised of the matter; but, decided to "cover-up" the wrong. This is evidenced in a letter to Orlans and their response to that letter. (Exhibits # 8 and # 9)

UNDERSTAND CONSPIRACY and ADDITIONAL CONSPIRATORS

Because conspirators to not congregate in public and announce their intentions, proof of a conspiracy does NOT take a "smoking gun" showing the conspirators acting together. To prove a conspiracy, the END RESULT of each individual actor, acting alone, proves a conspiracy if the individual actions of the individual conspirators results in the SAME result.

We believe Fannie Mae, CitiMortgage, Orlans Associates, Special Deputy Patrick McCullough, Kent County Sheriff Larry Stelma, and Kent County Attorney Daniel Ophoff, conspired TO SUPPORT THE CRIME AND REFUSED TO REDRESS THE WRONG and to "bluff" us into leaving our home so they could consider it abandoned and claim it as abandoned property.

Just before the Sheriff's Sale, a CitiMortgage representative tried to convince us we were compelled to leave our home when it was sold at a Sheriff's Sale. However, we relied upon the professional license of REALTOR® Greg Alkema to avoid abandoning our home as a result of what now appears to be intentional fraud by those with insider trader information.

When we sent a registered letter to Sheriff Lawrence Stelma requesting investigation into the possible criminal fraudulent activities, Kent County Attorney Daniel Ophoff that tried to destroy our trust in Greg Alkema and improperly refer us to an attorney while we were seeking a criminal investigation by Sheriff Stelma. (Exhibit # 10 and # 11)

To the best of our information and knowledge we believe that Sheriff Stelma and Corporate Attorney Daniel Ophoff aided and abetted the conspiracy to defraud us of our property rights.

LAWFUL NOTICE TO THE CONSPIRATORS AND ANY POTENTIAL BUYER

Based on what we have learned; Fannie Mae knowingly purchased a fraudulent Sheriff's Deed and joined the conspiracy. Therefore, if they attempt to file an eviction action against us, they will have elevated this matter to a **FRAUD AGAINST A COURT OF LAW** without proper "standing" to do so. And, even if a Judge makes a decision to "join the conspiracy" with them and causes an eviction, this affidavit has been filed to put the world on notice of the following:

We, Edwin Mejias and Lucia Martinez, even if we are physically removed from our home, maintain our "lawful" property rights and will seek redress from all of the conspirators, including any Title Company who might choose to issue a fraudulent Title Policy to anyone who purchases our property after being advised of the fraud to deprive us of our lawful rights.



20110325-0024865

Mary Hollinrake P. 4/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL

Edwin Mejias
Edwin Mejias

3-9-11
Date

Lucia Martinez
Lucia Martinez

3-9-11
Date

State of Michigan)
)ss:
County of Kent)

This Affidavit (along with Exhibits #1 through #11) by Edwin Mejias and Lucia Martinez was acknowledged before me on March 9, 2011.

Greg Alkema Notary Public

Greg Alkema Name

Kent County, Michigan

My commission expires: 1/2/2017

Acting in Kent County

Return To:
Edwin Mejias
7025 Reflection Dr NE
Comstock Park, MI 49321

Drafted by:
Greg Alkema, REALTOR
2458 W Collier Ave SE
Grand Rapids, MI 49546

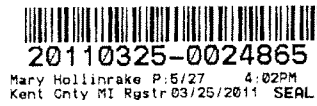
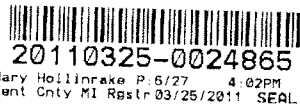


Exhibit # 1

Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, Town 8 North, Range 11 West, Plainfield Township, Kent County, Michigan, as recorded in Liber 105 of Plats, Pages 31, 32 & 33.

Permanent Parcel Number: 41-10-08-327-001



1000139-0077663292-3
 ephone: (888) 679-6377

Exhibit # Z

Mary Hollinrake P: 6/27 4:02PM
 Kent Cnty MI Regstr 03/25/2011 SEAL

NOTE

March 23, 2004
 [Date]

Grand Rapids
 [City]

MI
 [State]

7025 Reflection Dr NE
 Comstock Park, MI 49321
 [Property Address]

1. BORROWER'S PROMISE TO PAY

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38564814

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

0077663292

U.S. 5N (0207)

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7231

Page 1 of 3

Initials: _____





20110325-0024865

Mary Hollinrake P:7/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

38564814

0077663292



Mary Hollinrake P:8/27 4:02PM
Kent Cnty MI Restr 03/25/2011 SEAL

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____(Seal)
Edwin Mejias -Borrower

_____(Seal)
Lucia Martinez -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

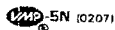
_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]

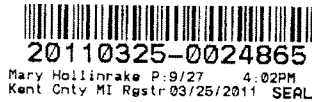
38564814



Page 3 of 3

0077663292

Form 3200 1/01



December 18, 2006

Exhibit #3

Edwin Mejias
Lucia Martinez
7025 Reflection Dr NE
Comstock Park, MI 49321-9639



Dear Edwin Mejias & Lucia Martinez,

I want to take this opportunity to personally welcome you to CitiMortgage, a member of Citigroup. By now, you should have received notification that effective January 1, 2007 your mortgage loan servicing will be transferred from Irwin Mortgage Corporation to CitiMortgage. Rest assured the terms of your existing loan will not change. In addition, you will now have access to the products, services and special offers available to Citigroup customers.

Enclosed you will find a Resource Guide introducing you to CitiMortgage. Within this document you will find answers to questions you may have regarding CitiMortgage and useful information including: contact phone numbers, how to make a payment, mortgage account statement information and additional products and services. In addition, beginning January 8, 2007, you will be able to enroll and access your account online at our website, www.citimortgage.com—giving you instant access to all of your account information, anytime.

Privacy Policy

Effective with the transfer date, you will be subject to the privacy policies of CitiMortgage. Enclosed is a privacy notice that explains the privacy policies and practices of CitiMortgage. Please review and complete your privacy choices form, and mail back your preferences using the address listed on the privacy choices form. CitiMortgage considers customer data security and privacy to be very high priority items. It is our goal to ensure that your choices regarding the sharing and confidentiality of your information are treated very seriously.

If you have any questions regarding your mortgage account, our automated account information line is accessible 24 hours a day, 7 days a week at 1-800-283-7918*. Customer Service Associates are available at this number Monday through Friday between the hours of 8:00 a.m. and 12:00 Midnight ET and Saturday between the hours of 9:00 a.m. and 6:00 p.m. ET. Or visit us anytime at www.citimortgage.com.

On behalf of the entire Citigroup family, we look forward to continuing a strong relationship with you and becoming a trusted advisor for your family's financial needs.

And once again, welcome to CitiMortgage!

Sincerely,

Joan Naumann
Director, Customer Service
CitiMortgage



©2006 CitiMortgage, Inc. CitiMortgage, Inc. does business as Citicorp Mortgage in NM. CitiMortgage, Inc. is an equal housing lender. CitiMortgage is a registered service mark of Citigroup, Inc.
*Calls are randomly monitored and recorded to ensure quality service.

A member of citigroup



20110325-0024865

Mary Hollinrake P. 10/27 4:02PM
Kent Cnty MI Restr 03/25/2011 SEAL

MIN

1000139-0077663292-3

MERS Telephone: (888) 679-6377

Exhibit #4

NOTE

March 23, 2004
[Date]

Grand Rapids
[City]

MI
[State]

7025 Reflection Dr NE
Comstock Park, MI 49321
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$169,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Irwin Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 10500 Kincaid Drive, Fishers, IN 46038
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 972.86

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

38564814

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

0077663292

VMP-SN 002071

Form 3200 1/01

VMP MORTGAGE FORMS - 1000521-7281

Page 1 of 3

Initials:

J.M.





20110325-0024865

Mary Hollinrake P:11/27 4:02PM
Kent Only MI Rgstr 03/25/2011 SEAL**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

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(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

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8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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38564814

0077663292

6249-BN 102071

Page 2 of 3

Form 3200 1/01
Ink: J.M.



20110325-0024865

Mary Hollinrake P:12/27 4:02PM
Kent Cnty MI Registr 03/25/2011 SEAL**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Edwin Mejias(Seal)
-Borrower
Lucia Martinez(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-Borrower(Seal)
-BorrowerPAY TO THE ORDER OF _____
WITHOUT RECOURSE
THIS _____ DAY OF _____ 20____
IRWIN MORTGAGE CORPORATION

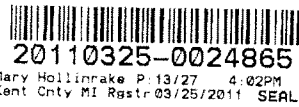
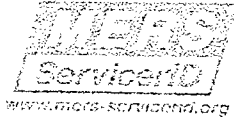
[Sign Original Only]

ERIC J. KAPP VICE PRESIDENT

0077663292

38564814

LMD-5N (0207)



Process Loans, Not Paperwork™

Exhibit # 5

1 record matched your search:

MIN: 1000139-0077663292-3 Note Date: 03/23/2004

MIN Status: Inactive

Servicer: CitiMortgage, Inc.
O'Fallon, MO

Phone: (800) 283-7918

Investor: Fannie Mae
Washington, DC

Phone: (202) 752-7000

[Return to Search](#)

For more information about MERS please go to www.mers-servicerid.org
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20110325-0024865

Mary Hollinrake P:16/27 4:02PM
Kent Only MI Registr:83/25/2011 SEAL

REC'D KENT COUNTY MI REC

2013 NOV 19 AM 8:58

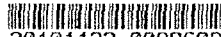
20101122-0098609
Mary Hollinrake P:1/9 3:42PM
Kent Only MI Registr:11/22/2010 SEAL

Exhibit #6

SHERIFF'S DEED ON MORTGAGE FORECLOSURE

THIS INDENTURE made the November 17, 2010 between Patrick McCullough a deputy sheriff in and for Kent County, Michigan, party of the first part, and The Federal National Mortgage Association, One South Wacker Drive, Suite 1300, Chicago, IL 60606-4667, party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Edwin Mejias and Lucia Martinez, a single woman and a single man, whose address is 7025 Reflection Drive Northeast, Comstock Park, MI 49321, made a certain mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns (hereinafter called "Mortgagee"), which was duly recorded in the office of the Register of Deeds of Kent County in Document Number 20040413-0048703, Kent County Records. Said mortgage is now held by CitiMortgage, Inc by assignment.

WHEREAS, said mortgage contained a power of sale which has become operative by reason of default in the terms and conditions of the mortgage; and

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 17th day of November, 2010, at the lobby of the Kent County Courthouse in Grand Rapids, that being the place of holding the Circuit Court for Kent County wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 10:00 a.m., local time, on the date stated above, expose for sale at public vendue the said lands and tenements described below, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Fifty-Four Thousand Nine Hundred Sixty-Nine and 10/100 (\$154,969.10), that being the highest bid therefore and the grantee being the highest bidder; and

WHEREAS, said lands and tenements are situated in the Township of Plainfield, Kent County, Michigan, and are more particularly described as:

Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, T8N, R11W, Plainfield Township, Kent County, Michigan as recorded in Liber 105 of Plats, Pages 31, 32, and 33.

Tax# 41-10-08-327-001

More commonly known as 7025 Reflection Drive Northeast

Now, this indenture Witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain, and sell unto the grantee, its successors and assigns, FOREVER, all the estate, right, title, and interest which the said Mortgagor(s) had in said land and tenements and every part thereof, on 23rd day of March, 2004, that being the date of said mortgage, or any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same.

In witness whereof I have set my hand and seal.

Patrick McCullough

Deputy Sheriff in and for the County of Kent, Michigan

State of Michigan
County of Kent

This Sheriff's Deed on Mortgage Sale was acknowledged before me this November 17, 2010, by Patrick McCullough
Deputy Sheriff for Kent County, Michigan.

Notary Public, State of Michigan
Name Rebecca J. Williams
My Commission Expires: 3/14/2016
Kent County, Michigan Acting in the County of Kent
My Commission Expires:
Acting in KENT County

Exempt from County Real Estate Transfer Tax pursuant to
MCLA 207.505(h)(ii)
Exempt from State Real Estate Transfer Tax
pursuant to MCLA 207.526(v)

File Number: 671.0636 Loan Type: FNMA



20110325-0024865

Mary Hollinrake P:15/27 4:02PM
Kent Only MI Rgstr 03/25/2011 SEAL

20101122-0098609

Mary Hollinrake P:2/9 3:42PM
Kent Only MI Rgstr 11/22/2010 SEAL

Affidavit of Publication

G-2

IN THE MATTER OF
3748881/Orlans

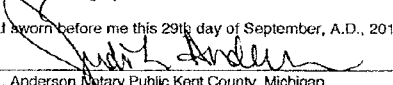
FEDERAL LAW REQUIRES US TO ADVISE YOU THAT COMMUNICATION WITH OUR OFFICE COULD BE INTERPRETED AS AN ATTEMPT TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU ARE IN ACTIVE MILITARY SERVICE, PLEASE CONTACT OUR OFFICE, AS YOU ARE ENTITLED TO SPECIAL PROTECTIONS. THIS IS AN OPPORTUNITY TO SAVE YOUR HOME. To: Edwin Majas and Lucia Marchoz 7025 Reflection Drive Northeast Comstock Park, MI 49321 County: Kent State law requires that you receive the following notice. You have the right to request a meeting with your mortgage holder or mortgage servicer. The person to contact and that has the authority to make agreements for a loan modification with you is: Orlans Associates, P.O. Loan Modification Department, P.O. Box 5041, Troy, MI 48067-5041, (248) 502-1331. You may contact a housing counselor by visiting the Michigan State Housing Development Authority ("MSHDA") website or by calling MSHDA. The website address and telephone number of MSHDA is: (www.mshda.micousingsearch), telephone (888) 946-7432, TTY# 1-800-382-4588. If you request a meeting with the servicer's designate within 14 days after the notice required under MCL 560.3805(1) is mailed, then foreclosure proceedings will not start until 90 days after the date the Notice was mailed to you. If you and the servicer's designate reach an agreement to modify the mortgage loan, the mortgage will not be foreclosed if you abide by the terms of the agreement. You have the right to contact an attorney. You may contact attorney of your choice. If you do not have an attorney, the telephone number for the Michigan State Bar Association's Lawyer Referral Service is 1-800-968-0738. Dated: September 29, 2010 Orlans Associates P.O. Attorneys for Servicer P.O. Box 5041 Troy, MI 48067-5041 File Number: 671.0536 ASAF# 3748881 09/29/2010

STATE OF MICHIGAN
COUNTY OF KENT

Nancy Rykac being duly sworn, deposes and says that a notice, a true copy of which is annexed hereto, was published in: Grand Rapids Legal News, a newspaper printed and circulated in said State and County, on: September 29 A.D., 2010 and that he/she is the principal clerk of the printers of said newspaper and knows the facts stated herein.


Nancy Rykac

Subscribed and sworn before me this 29th day of September, A.D., 2010


Judi L. Anderson
My Commission expires August 5, 2012
Acting in Kent County Michigan

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Edwin Mejias and Lucia Martinez, a single woman and a single man, to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated March 23, 2004 and recorded April 13, 2004 in Instrument Number 20040413-0048703, Kent County Records, Michigan. Said mortgage is now held by CMH Mortgage, Inc. by assignment. There is claimed to be due at the date hereof the sum of One Hundred Fifty-Two Thousand Seven Hundred Thirty-Three and 66/100 Dollars (\$152,733.66) including interest at 5.625% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the lobby of the Kent County Circuit Courthouse in Grand Rapids, Michigan at 10:00 a.m. on NOVEMBER 17, 2010. Said premises are located in the Township of Plainfield, Kent County, Michigan, and are described as: Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, T8N, R11W, Plainfield Township, Kent County, Michigan as recorded in Liber 105 of Plats, Pages 31, 32, and 33. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: October 20, 2010 Orleans Associates, P.C. Attorneys for Services P.O. Box 5041 Troy, MI 48007-5041 248-502-1400 File No. 6710536 ASAP# FNMA3779586 10/20/2010, 10/27/2010, 11/03/2010, 11/10/2010

20101122-0098609
Mary Hollinrake P:16/27 4:02PM
Kent Cnty MI Restr 11/22/2010 SEAL



20110325-0024865

Mary Hollinrake P:16/27 4:02PM
Kent Cnty MI Restr 03/25/2011 SEAL

AFFIDAVIT OF POSTING

STATE OF MICHIGAN

COUNTY OF Kent

Kim Peterson, being duly sworn, deposes and says that on the 24 day of

October A.D., 2010, he posted a Notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to:

7025 Reflection Drive Northeast
COMSTOCK PARK MI 49321

Kim Peterson
Signature

Printed Name (Please Print Neatly)

Agent, please mark the below, when applicable:

- ☐ Multi Unit
☐ Mobile/Manufactured Home
☐ Vacant/Abandonment
☐ No Dwelling
☐ Other (i.e. visual damage)

Subscribed and sworn to before me this 27 day of Oct, A.D. 2010

Robin Allan
Signature of Notary Public

Printed Name of Notary Public
(Please Print Neatly)

ROBIN ALLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Feb 14, 2017
ACTING IN COUNTY OF _____ County, Michigan

My Commission Expires:

Acting in Macomb County, Michigan

DRAFTED By and when recorded

Return to: **Orlans & Associates, P.C.**

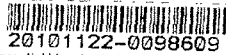
P.O. Box 5041
Troy, MI 48007
(248)502-1400

File No. 6710536

ASAP No. 3779586



20110325-0024865

Mary Hollinrake P:17/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL

20101122-0098609

Mary Hollinrake P:4/8 3:42PM
Kent Cnty MI Rgstr 11/22/2010 SEAL

Affidavit of Publication

6-4

IN THE MATTER OF
FNMA3779586/Orlans

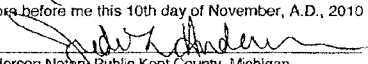
THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE AN ACTIVE MILITARY DUTY. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Edwin Mejias and Lucia Martinez, a single woman and a single man, to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns. Mortgage, dated March 23, 2004 and recorded April 13, 2004 in Instrument Number 20040413-0048709, Kent County Records, Michigan. Said mortgage is now held by iMortgage, Inc by assignment. There is claimed to be due at the date hereof the sum of One Hundred Fifty Two Thousand Seven Hundred Thirty-Three and 05/100 Dollars (\$152,733.85) including interest at 5.625% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public venue at the lobby of the Kent County Circuit Courthouse in Grand Rapids, Michigan at 10:00 a.m. on NOVEMBER 17, 2010. Said premises are located in the Township of Plainfield, Kent County, Michigan, and are described as: Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, T8N, R11W, Plainfield Township, Kent County, Michigan as recorded in Liber 105 of Plans, Pages 31, 32, and 33. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foregoing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: October 20, 2010 Orlans Associates, P.C. Attorneys for Services P.O. Box 3041 Troy, MI 48067-5041 248-502-1400 File No. 871.0536 ASAP# FNMA3779586 10/20/2010, 10/27/2010, 11/03/2010, 11/10/2010

STATE OF MICHIGAN
COUNTY OF KENT

Nancy Ryko being duly sworn, deposes and says that a notice, a true copy of which is annexed hereto, was published in: Grand Rapids Legal News, a newspaper printed and circulated in said State and County, on: October 20, October 27, November 3, November 10 A.D., 2010 and that he/she is the principal clerk of the printers of said newspaper and knows the facts stated herein.


Nancy Ryko

Subscribed and sworn before me this 10th day of November, A.D., 2010


Judi L. Anderson Notary Public Kent County, Michigan
My Commission expires August 5, 2012
Acting in Kent County Michigan

NON-MILITARY AFFIDAVIT

State of Michigan

County of Oakland

20101122-0098609
Mary Hollinrake P: 6/9 3:42PM
Kent Cnty MI Rgstr 11/22/2010 SEAL

20110325-0024865
Mary Hollinrake P: 18/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL

The undersigned, being first duly sworn, states that upon investigation she/he is informed and believes that none of the persons named in the notice attached to the sheriff's deed of mortgage foreclosure, nor any person upon whom they or any of them were dependent, were in the military service of the United States at the time of sale or for six months prior thereto, nor the present grantee(s).

The undersigned further states that this affidavit is made for the purpose of preserving a record and clearing title by virtue of The Servicemembers Civil Relief Act of 2008, as amended.

Tara Cao

Subscribed and sworn to before me this 11th day of November, 2010

Andrew A. Collins, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 9/5/2016

AFFIDAVIT OF AUCTIONEER and CERTIFICATE OF REDEMPTION PERIOD

State of Michigan

County of Kent

Patrick McCullough being first duly sworn, deposes and says that he is a Deputy Sheriff of said Kent County; that he/she acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice; that said sale was opened at 10:00 a.m., local time, on the 17th day of November, 2010, lobby of the Kent County Courthouse in Grand Rapids, that being the place of holding the Circuit Court for Kent County, and said sale was kept open for the space of one hour; that the highest bid for the lands and tenements therein described was One Hundred Fifty-Four Thousand Nine Hundred Sixty-Nine and 10/100 (\$154,969.10); made by The Federal National Mortgage Association, that said sale was in all respects open and fair, and that he/she did strike off and sell said lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

I DO HEREBY CERTIFY that the within Sheriff's Deed will become operative at the expiration of the redemption period, May 17, 2011, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording. The foreclosing mortgagee can rescind the sale in the event a 3rd party buys the property and there is a simultaneous resolution with the borrower.

Patrick McCullough
Deputy Sheriff
Kent County, Michigan

Subscribed and sworn to before me this 17th day of November, 2010.

Notary Public
Name Notary Public, State of Michigan
Kent County, Michigan County of Kent
My commission expires: 3/14/2016

Drafted by and when recorded return to:

Danielle Jackson
Orlans Associates, P.C.
P.O. Box 5041
Troy, MI 48007-5041
(248) 502-1400 File No: 671.0636

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Orlans Associates, P.C., P.O. Box 5041, Troy, MI 48007-5041.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. ORLANS ASSOCIATES, P.C. Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.



20110325-0024865

Mary Hollinrake P: 19/27 4:02PM
Kent Cnty MI Registr 03/25/2011 SEAL



20101122-0098609

Mary Hollinrake P: 6/9 3:42PM
Kent Cnty MI Registr 11/22/2010 SEAL

STATEMENT OF COMPLIANCE

6-7

Danielle Jackson, states as follows:

1. Danielle Jackson is the duly authorized attorney for CitiMortgage, Inc ("the Mortgagee"), and The Federal National Mortgage Association.
2. This statement is being filed to show compliance with MCL 600.3204 and 600.3205 with regard to the foreclosure by advertisement of the loan herein described, for the property located in the Township of Plainfield, County of Kent and State of Michigan, and further described as:

Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, T8N, R11W, Plainfield Township, Kent County, Michigan as recorded in Liber 185 of Plats, Pages 31, 32, and 33.

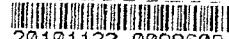
Commonly Known as: 7025 Reflection Drive Northeast Tax ID #: 41-10-08-327-001
3. On or about March 23, 2004 a mortgage was executed between Edwin Mejias and Lucia Martinez, a single woman and a single man to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns for \$169,000.00 on March 23, 2004, recorded April 13, 2004 in Document Number 20040413-0048703, Kent County Records.
4. Said mortgage is currently held by CitiMortgage, Inc.
5. The law firm of Orlans Associates, P.C. was retained to foreclose the above mortgage by advertisement.
6. In processing the foreclosure for the above mortgage, Orlans Associates, P.C. mailed a written Notice to the borrower(s) pursuant to MCL 600.3205a(1) and (2).
7. A form of the above Notice was also published in a qualified newspaper in the manner provided in MCL 600.3205a(4).
8. Neither the borrower(s) nor a housing counselor requested the authorized Designee to set up a meeting to modify the mortgage, within the required time period as set forth in MCL 600.3205a(1)(d).
9. More than 24 days passed since the written Notice was sent to the borrower(s), pursuant to MCL 600.3205a(1) and (2).
10. The Notice of Foreclosure was not published until Orlans Associates, P.C. complied with MCL 600.3204(4).

Danielle Jackson
Attorney for CitiMortgage, Inc ("the Mortgagee"), and The Federal National Mortgage Association.
Drafted by and when recorded return to: Dated: November 11, 2010
Danielle Jackson
Orlans Associates, P.C.
P.O. Box 5041
Troy, Michigan 48067-5401
(248) 502-1400 File Number: 671.0636



20110325-0024865

Mary Hollinrake P: 20/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL



20101122-0098609
Mary Hollinrake P: 7/9 3:42PM
Kent Cnty MI Rgstr 11/22/2010 SEAL

STATEMENT REGARDING RIGHTS OF PARTY WITH AN INTEREST IN THE INDEBTEDNESS TO
DID AT SHERIFF'S SALE PURSUANT TO MCLA 600.3204 AND 600.3228

Danielle Jackson, states as follows:

1. I am an attorney employed by Orlans Associates, P.C., attorneys for ÇitiMortgage, Inc ("the Mortgagee"), and The Federal National Mortgage Association, their successors or assigns.
2. That a certain mortgage made by Edwin Mejias and Lucia Martinez, a single woman and a single man, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated March 23, 2004, recorded April 13, 2004 in Document Number 20040413-0048703, ("the Mortgage"), Kent County Records. Said mortgage is now held by ÇitiMortgage, Inc by assignment dated September 30, 2010 and submitted to and recorded by the Kent County Register of Deeds, encumbering a certain parcel of real property located in the Township of Plainfield, County of Kent, and being further described as:

Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, T8N, R11W, Plainfield Township, Kent County, Michigan as recorded in Liber 105 of Plats, Pages 31, 32, and 33.
Commonly Known as: 7025 Reflection Drive Northeast Tax ID #: 41-10-08-327-001

3. As the Mortgagee under the mortgage described above, ÇitiMortgage, Inc has initiated a foreclosure sale of the Mortgage scheduled for 11/17/10, pursuant to the Michigan foreclosure by advertisement statute, being MCLA 600.3201 et. seq.
4. The Federal National Mortgage Association, their successors or assigns is the owner of the indebtedness, or currently holds an interest in the indebtedness, secured by the Mortgage.
5. Pursuant to MCL 600.3204 and MCL 600.3228, respectively, The Federal National Mortgage Association, their successors or assigns holds the right to foreclose the Mortgage or otherwise bid in the place of the Mortgagee at the above-referenced mortgage foreclosure sale.
6. The Federal National Mortgage Association, their successors or assigns did, in fact, submit a bid in place and stead of the Mortgagee for the 11/17/10 mortgage foreclosure sale.
8. Upon completion of the foreclosure sale on 11/17/10, The Federal National Mortgage Association, their successors or assigns will hold the same rights, title, and/or interest in the Subject Property as that of a mortgagee purchasing at sale.
9. The Federal National Mortgage Association's, their successors or assigns rights as described herein are limited solely to the right to bid and purchase at foreclosure sale in place of the Mortgagee, and does not constitute an assignment of mortgage or any other assignment of the security interest in the property, which was held by the Mortgagee at the time of foreclosure.

Danielle Jackson
Attorney for ÇitiMortgage, Inc, and The Federal National Mortgage Association, their successors or assigns

Drafted by and when recorded return to:

Danielle Jackson
Orlans Associates, P.C.
P.O. Box 9041
Troy, Michigan 48007-5401
(248) 502-1400 File Number: 671.0636

F



20110325-0024865
 Mary Hollinrake P:21/27 4:02PM
 Kent Only MI Rgstr 03/25/2011 SEAL

20101122-0098609
 Mary Hollinrake P:07/0 3:42PM
 Kent Only MI Rgstr 11/22/2010 SEAL

AFFIDAVIT OF PURCHASER

STATE OF MICHIGAN)

ss)

COUNTY OF OAKLAND)

6-9

Danielle Jackson, states as follows:

1. That Danielle Jackson is the duly authorized attorney for The Federal National Mortgage Association and is familiar with the facts set forth herein.

2. This affidavit is being filed to declare the redemption amount in relation to the property located in the Township of Plainfield, County of Kent further described as:

Lot 22, Northern Reflections Estates, part of the Southwest 1/4 of Section 8, T8N, R11W, Plainfield Township, Kent County, Michigan as recorded in Liber 105 of Plats, Pages 31, 32, and 33.

Commonly Known as: 7025 Reflection Drive Northeast Tax ID #: 41-10-08-327-001

3. After review of the public record kept in the regular course of business with the County of Kent and upon information and belief, on or about March 23, 2004 a mortgage was executed between Edwin Mejias and Lucia Martinez, a single woman and a single man to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns for \$169,000.00 on March 23, 2004, recorded April 13, 2004 in Document Number 20040413-0048703, Kent County Records.

4. After review of the public record kept in the regular course of business with the County of Kent and upon information and belief, said mortgage is currently held by CitiMortgage, Inc.

5. Said mortgage is scheduled for foreclosure on the 17th day of November, 2010 for, \$154,969.10.

6. **Redemption must include \$154,969.10, plus interest at the rate of 5.625% from November 17th, 2010; at a per diem amount of \$ 23.88; plus additional expenses for Taxes; Redemption of Senior Liens; Condominium Assessments; Homeowner Assessments; Community Association Assessments; or Premiums for Insurance Policies and Redemption Servicing Fee. An authorized computation of the above can be received only from the designee listed below.**

7. The Redemption Servicing Fee, as allowed by Michigan Statute is \$293.00, plus recording costs. The servicing fee is payable to Orlans Associates, P.C. and will be added to the redemption amount.

TO ORDER A REDEMPTION COMPUTATION CALL:
 ORLANS ASSOCIATES, P.C., REDEMPTION DEPARTMENT

P.O. Box 5041
 Troy, MI 48007-5401
 248-502-1400

8. The Federal National Mortgage Association hereby appoints Orlans Associates, P.C. as its designee and pursuant to MCLA 600.3240 declares that a computation of the amount to redeem done by any other than Orlans Associates, P.C. is subject to the designee's audit of said computation and such redemption funds are subject to rejection.

9. A written, official computation of the redemption amount will be prepared by Orlans Associates, P.C., within a reasonable period of time for any and all who request such a computation.


10. Any redemption made without a written, current, computation provided by Orlans Associates, P.C. will be subject to audit and potential subsequent rejection of said funds.

11. Attention: REGISTER OF DEEDS; DO NOT accept redemption funds without a written, current redemption computation from Orlans Associates, P.C. Acceptance of funds without an Orlans Associates, P.C. computation will subject that redemption to an audit and potential subsequent rejection of the redemption funds.

20101122-0098609
Mary Hollinrake P. 9/8 3:42PM
Kent Cnty MI Rgstr 11/22/2010 SEAL

20110325-0024865
Mary Hollinrake P. 22/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL

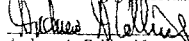
12. In accordance with Michigan Statute, the within Sheriff's Deed will become operative at the expiration of the redemption period, May 17, 2011, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording.



Danielle Jackson
Attorney for The Federal National Mortgage Association

G-10

Subscribed and sworn to before me this 11th day of November, 2010, by Danielle Jackson Attorney for The Federal National Mortgage Association



Andrew A. Collins, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 9/5/2016

Drafted by and when recorded return to:
Danielle Jackson
Orlans Associates, P.C.
P.O. Box 5041
Troy, Michigan 48007-5401
(248) 502-1400 File Number: 671.0636

Date Dated: 11/11/10

F

Kent County

20110325-0024865

Mary Hollinrake P: 23/27 4:02PM
Kent Cnty MI Rgstr 03/26/2011 SEAL

RECD KENT COUNTY, MI ROD

2010 OCT -6 AM 11:52

20101008-0084123

Mary Hollinrake P: 1/2 8:58PM
Kent Cnty MI Rgstr 10/08/2010 SEAL

ASSIGNMENT OF MORTGAGE

Exhibit # 7

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, PO Box 2026, Flint, MI 48501-2026, party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, lawful money of the United States of America, to it paid by CITIMORTGAGE, INC., whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240, party of the second part, the receipt whereof is hereby acknowledged, has sold, assigned and transferred, and does hereby sell, assign and transfer to the said party of the second part, all the right, title and interest of the said party of the first part in and to a certain real estate mortgage made by EDWIN MEJIAS AND LUCIA MARTINEZ original mortgagor(s), to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR IRWIN MORTGAGE CORPORATION, Mortgagee, dated MARCH 23, 2004 and recorded on 4/13/04 in 20040413-0048703 at KENT County records, Michigan

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, on SEP 30 2010

Signed:

Mortgage Electronic Registration Systems, Inc.

By

Its: Scott Scheiner, Assistant Secretary

Stephanie Jackson
Witness Stephanie Jackson
Brad Lee
Witness Brad Lee

STATE OF MISSOURI)

) SS.

COUNTY OF ST CHARLES)

This instrument was acknowledged before me in St. Charles County, State of Missouri, on SEP 30 2010 by Scott Scheiner, its Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as nominee for lender and lenders' successors and/or assigns, for the corporation.

Gina Weinand
Notary Public-Notary Seal
State of Missouri, St Charles County
Commission # 07434724
My Commission Expires Dec 6, 2011

Gina Weinand
Notary public Gina Weinand
State of Missouri, County of St. Charles
My commission expires 12-06-11
Acting in the County of St. Charles

RETURN TO:
ORLAND ASSOCIATES
1650 WEST BIG BEAVER ROAD
TROY, MI 48063

671.0636

Drafted by:
ALEX CROSSMAN
CitiMortgage, Inc.
1000 Technology Dr.
O'Fallon, MO 63368

Legal Description: See attached exhibit A.

Parcel ID: 41-10-08-327-001

Property Address: 7025 REFLECTION DR NE, COMSTOCK PARK, MI 49321



20110325-0024865
Mary Hollinrake P. 24/27 4:02PM
Kent Cnty MI Registr 03/25/2011 SEAL

January 26, 2011

Edwin Mejias & Lucia Martinez
7025 Reflection Dr NE
Comstock Park, MI 49341

Orlans Associates
1650 W Big Beaver Rd
Troy, MI 48084-3534

Exhibit # 8

Sent by Certified Mail
7010 1060 0000 6081 0071
Return Receipt Requested

File Number: 671.0636 ASAP# 3748881

Dear Sir or Madam:

TIME IS OF THE ESSENCE

A copy of an Investigative Report issued on January 25, 2011 by REALTOR® Greg Alkema is attached; and, as was suggested to us, we are asking you to "rescind the Sheriff's Sale" and to remove the "cloud" your actions have caused to be placed on the lawful title to our home.

In addition, if you refuse to "rescind the Sheriff's Sale" and to remove the "cloud" your actions have caused to be placed on the lawful title to our home, we will ask the State Bar of Michigan to investigate Danielle D. Jackson - P69517 and Linda M. Orlans - P40683 for knowingly filing a foreclosure on our home when they knew their client did not have a "lawfully" assigned note.

Although we had tried to work out a "loan modification" with CitiMortgage, it now appears they mislead us into believing they were acting on behalf of a "lawful holder" of the note too.

In addition, please inform your new client, the Federal National Mortgage Association, of our intention to file an "Affidavit of Suspected Fraud" with the Kent County Register of Deeds if this matter cannot be resolved in a gentlemanly manner without forcing us to hire a lawyer.

Because time is of the essence, please respond in writing within ten (10) business days and, if we do not receive written correspondence from you within the next fourteen (14) business days, we will consider it "refusal to act" and follow the process our REALTOR advised.

In addition, please send exact copies of everything you send to us to our REALTOR®, Greg Alkema, Gregory V. Alkema and Associates, 2458 W Collier Ave SE, Grand Rapids, MI 49546.

Sincerely yours,

Copy of Signed Copy Sent

Edwin Mejias

Lucia Martinez

Copy: Gregory V. Alkema & Associates



20110325-0024865

Mary Hollinrake P: 25/27 4:02PM
Kent Cnty MI Rgstr 03/25/2011 SEAL

ORLANS

ORLANS
www.orlans.comPO Box 5041
Frostburg, MD 21501P: 746-502-400
F: 746-502-401

Exhibit # 9

February 7, 2011

Edwin Mejias & Lucia Martinez
7025 Reflection Dr NE
Comstock Park, MI 49341

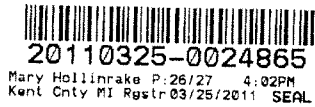
Re: Orlans File No. 671.0636

We are in receipt of your letter dated January 26, 2011. Please be advised that the purported "legal" advice you received is wrong and legal advice should only be taken from an attorney. Unfortunately, many non-attorneys are now attempting to engage in the unauthorized practice of law for their own benefit.

The advice you received has been rejected by the courts and is contrary to the Michigan foreclosure by advertisement statute. You should also be aware that parties filing frivolous lawsuits or liens which have no legal or factual basis may be assessed costs and sanctions.

Respectfully,

Orlans Associates, P.C.



February 15, 2011

Edwin Mejias and Lucia Martinez
7025 Reflection Dr. NE
Comstock Park, MI 49341

Sent By Certified Mail #
7010 1060 0000 6081 0125

Lawrence Stelma, Kent County Sheriff
701 Ball Avenue NE
Grand Rapids, MI 49503-1366

Exhibit # 10

REQUEST FOR CRIMINAL INVESTIGATION

Dear Sheriff Stelma:

After draining our resources, including money from Lucia's 401-K account, CitiMortgage informed us the loan modification we expected to get had been denied and they foreclosed.

CitiMortgage almost "tricked" us into leaving our home; but, when our REALTOR®, Greg Alkema, found out what was going on, he advised us we had a six (6) month redemption period and he started to look into our foreclosure for us. And, although we clearly understand Greg is not a lawyer and he has always told us he cannot give us legal advice, the information he has found and put up on his <http://www.GregAlkema.com> website has allowed us to study and understand our mortgage was "securitized" and when we asked for a copy of the mortgage NOTE from Orleans, they sent us a NOTE that had not been properly assigned, which is exactly why judgment after judgment has been issued saying those foreclosures are null and void.

We are also enclosing a complaint to the Michigan Bar against the lawyers from Orleans based on the fact they made deliberate and material misrepresentations to extract a Sheriff's Deed on our property, something they would not have gotten without making the lies and misrepresentations.

Therefore, we believe a crime has been perpetrated against us and our property rights and this letter is a formal request for you to investigate the crime and prosecute those responsible to the full extent of the law, which is something (uphold the Constitution of the USA) you swore to do.

We also believe you have a duty to "rescind" the Sheriff's Deed that was unlawfully obtained.

If you make a decision to refuse to investigate this matter, please inform us in writing of the reasons for your refusal to investigate this written request for a criminal investigation.

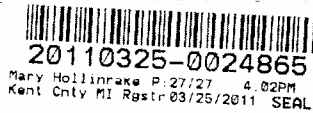
Thank you for your help in this matter. If you have any questions, I can be reached on my cell phone after I get out of work, usually around 4:30 PM. My number is (616) 706-0211. Our REALTOR®, Greg Alkema, will also serve as a "witness" as to his investigation into this matter.

Sincerely yours,

Edwin Mejias

Lucia Martinez

Enclosed: Complaint to Michigan Bar

**OFFICE OF THE ADMINISTRATOR***Daniel A. Ophoff, Corporate Counsel*

Kent County Administration Building 300 Monroe Avenue, N.W. Grand Rapids, Michigan 49503-2206
Phone: (616) 632-7573 • Fax: (616) 632-7565 • e-mail: Dan.Ophoff@kentcountymi.gov

February 25, 2011

Edwin Mejias and Lucia Martinez
7025 Reflection Dr NE
Comstock Park, MI 49341

Exhibit # 11

Dear Mr. Mejias and Ms. Martinez:

The Kent County Sheriff Larry Stelma has provided me a copy of your letter to him which requests a criminal investigation related to mortgage foreclosure concerns that you have with Citi Mortgage.

I hope that Mr. Alkema, the realtor referenced in your letter, has completely, fully and clearly advised you that he cannot give you legal advice or counsel and that any information he gives you is picked up off the internet. You need immediate competent legal counsel to assist you with your mortgage foreclosure issues. Do not wait – talk to a lawyer even if you have talked with one previously.

You may call legal aid in Grand Rapids or a private attorney. These lawyers will be able to give you accurate counsel as to your options. Please do not delay.

Very truly yours,

Daniel A. Ophoff

CC: Larry Stelma, Kent County Sheriff

"Kent County...Where Diversity & Inclusion Matter"

From: "Greg Alkema" <greg@gregalkema.com>
Subject: NOTICE OF MISPRISON OF FELONY
Date: Thu, March 24, 2011 10:48 am
To: ljmurphy@varnumlaw.com,mbpapke@varnumlaw.com
Cc: "Edwin Mejias" <Boricuadecidra@gmail.com>,"Luis Trevino" <montreluis@att.net>

March 24, 2011

Varnum Law
c/o Lawrence Murphy, Managing Partner

Dear Sirs and Madams:

It has come to my attention Kent County Corporate Attorney Daniel Ophoff is attempting to retain your firm to cover-up his misprison of felony and it is my believe your firm will end up being a defendant in a USC 42, Section 1983 lawsuit if you join him in his cover-up.

Mr Ophoff would have been better off if he had admitted his mistake and told Sheriff Stelma to investigate the complaints of my real estate clients; but, he has now ordered Mary Hollinrake to brake the Recording Laws and refuse to file affidavits I helped my real estate clients file to protect their property rights that third parties are attempt to take from them via fraud.

And, for whatever reason, my Father in Heaven lead me to Melissa Papke and it is my prayer she might help my clients on a "pro bono" basis.

But, no matter what her decision is, your firm should NOT JOIN Dan Ophoff in his cover-up and become a "County Official" subject to a lawsuit.

If you don't believe me, please contact your insurance carrier and let me explain what my REALTOR Investigations have uncovered and why your joining Mr. Ophoff could cost them millions of dollars in "punitive" damages.

win/win/win

Greg Alkema, REALTOR, CRB
<http://www.GregAlkema.com>
(616) 942-0200 - Office
(616) 560-7588 - Cellular

OFFICE OF THE ADMINISTRATOR

Daniel A. Ophoff, Corporate Counsel

Kent County Administration Building 300 Monroe Avenue, N.W. Grand Rapids, Michigan 49503-2206
Phone: (616) 632-7573 • Fax: (616) 632-7565 • e-mail: Dan.Ophoff@kentcountymi.gov



February 25, 2011

Edwin Mejias and Lucia Martinez
7025 Reflection Dr NE
Comstock Park, MI 49341

Dear Mr. Mejias and Ms. Martinez:

The Kent County Sheriff Larry Stelma has provided me a copy of your letter to him which requests a criminal investigation related to mortgage foreclosure concerns that you have with Citi Mortgage.

I hope that Mr. Alkema, the realtor referenced in your letter, has completely, fully and clearly advised you that he cannot give you legal advice or counsel and that any information he gives you is picked up off the internet. You need immediate competent legal counsel to assist you with your mortgage foreclosure issues. Do not wait – talk to a lawyer even if you have talked with one previously.

You may call legal aid in Grand Rapids or a private attorney. These lawyers will be able to give you accurate counsel as to your options. Please do not delay.

Very truly yours,

A handwritten signature in cursive script that reads "Daniel A. Ophoff" followed by a stylized flourish.

Daniel A. Ophoff

CC: Larry Stelma, Kent County Sheriff